

PETER F. DAVIS
ATTORNEY AND COUNSELLOR-AT-LAW
50 CONGRESS STREET, SUITE 630
BOSTON, MASSACHUSETTS 02109

October 10, 2003

TELEPHONE: (617) 227-1344
FACSIMILE: (617) 227-3674
FACSIMILE: (617) 723-2844
EMAIL: PFD@DAVISESQ.NET

✓ Ingersoll-Rand Equipment & Services Company
300 Turnpike Road, Route 9
Southborough, Mass. 01772

and

Ingersoll-Rand Company
200 Chestnut Ridge Road
Woodcliff, NJ 07675

Re: Mass. Gen. Laws, Ch. 93A Demand Letter
Murray Paving & Reclamation, Inc.
Sales Order No. 641-21990

Gentlemen:

Please be advised that I represent Murray Paving & Reclamation, Inc. ("Murray"), to whom your organization sold a new Blaw-Knox 2003 Model PF-4410 Paver ("the Paver"), as set forth in the above referenced order.

I have had substantial correspondence with you and your attorney regarding "the Paver". The most recent response, by your attorney, was to deny any relief to Murray, on the ground that sufficient warranty repairs had been made.

Please be advised that your ultimate response is unsatisfactory, and is, in my opinion, an actionable violation of Mass. Gen. Laws, ch. 93A.

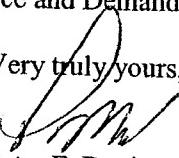
Accordingly, DEMAND is hereby made upon you for the return to Murray of the full purchase price, as well as compensation to Murray for all losses suffered to date by Murray, in connection with this transaction. The purchase price was \$236,775.00 plus the delivery to you of a machine having a value of at least \$12,000.00. Murray's out-of-pocket costs and the value of lost working time directly attributable to the failure of the paver to perform total approximately \$100,000.00. Murray has suffered additional losses directly attributable to the unsatisfactory performance and condition of the paver.

Exhibit D

(MEMORANDUM OF LAW IN SUPPORT
OF INGERSOLL-RAND COMPANY'S
MOTION FOR SUMMARY JUDGMENT)

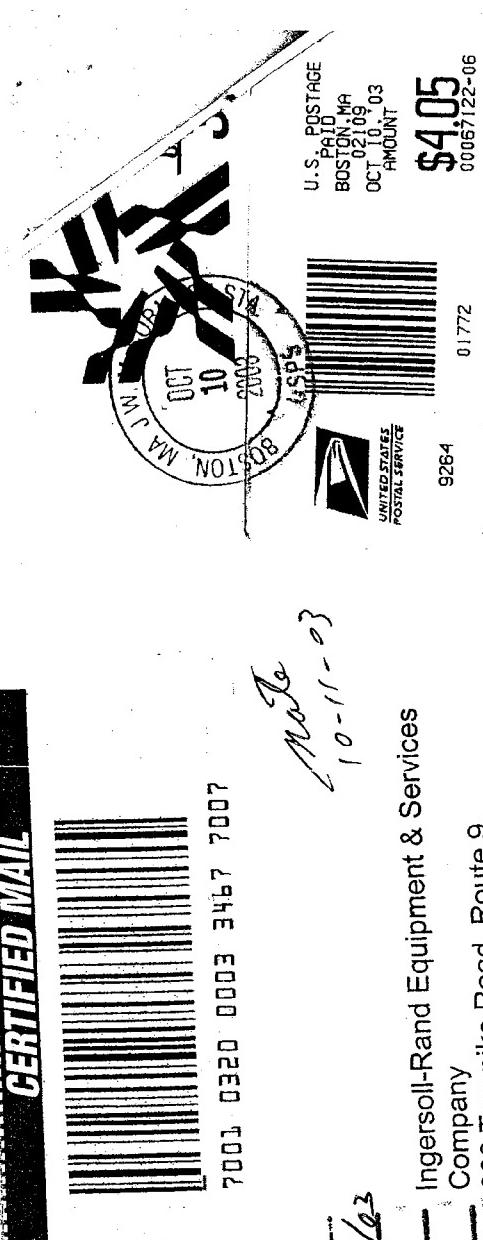
IRCO CONFIDENTIAL 0031

Mass. Gen. Laws, Ch. 93A specifically protects someone situated as is Murray from conduct such as has been displayed by your organization, and requires you, in the event Notice and Demand are made upon you, to make a good faith response and offer of settlement within 30 days of such Notice and Demand.

Very truly yours,

Peter F. Davis

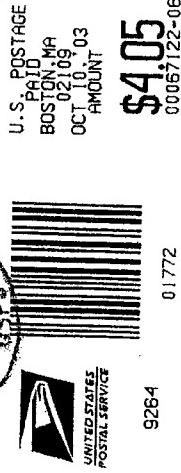
Copy - John D. Soriano, Esquire

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
To both addressees



Peter F. Davis
Attorney-At-Law
50 Congress Street, Suite 630
Boston, MA 02109-4018

NAME 10/11/03
 1st Notice 10/11/03
 2nd Notice
 Return
 Ingersoll-Rand Equipment & Services
 Company
 300 Turnpike Road, Route 9
 Southborough, Mass. 01772



F. DAVIS
UNSELLOR-AT-LAW
REET, SUITE 630
HUSSETTS 02109

TELEPHONE: (617) 227-1344
 FACSIMILE: (617) 227-3674
 FACSIMILE: (617) 723-2844
 EMAIL: PFD@DAVISESQ.NET

OCT 10, 2003

any

and Letter
Inc.

Paving & Reclamation, Inc. ("Murray"),
 ox 2003 Model PF-4410 Paver ("the
 r.

th you and your attorney regarding "the
 ey, was to deny any relief to Murray, on
 en made.

use is unsatisfactory, and is, in my
 ws, ch. 93A.

pon you for the return to Murray of the
 array for all losses suffered to date by
 purchase price was \$236,775.00 plus the
 east \$12,000.00. Murray's out-of-
 ectly attributable to the failure of the

Murray has suffered additional losses
 ice and condition of the paver.